

State at the earlier of the following: i) \_\_\_\_\_ after commencement of the Offering Window period, or ii) the month following the date when the sum of the resold lines in service at the Promotional Resale Discounts plus the quantity of Promotional End-to-End UNE Combinations in service reaches the maximum allowable quantity by State set forth below. Specifically, the Promotional Resale Discounts and Promotional Offering of UNE Combinations will both end when the sum of the total number of in service lines in the State receiving these two promotions exceed the following number: Illinois – \_\_\_\_\_; Indiana – \_\_\_\_\_; Michigan – \_\_\_\_\_; Ohio – \_\_\_\_\_; Wisconsin – \_\_\_\_\_; California – \_\_\_\_\_; Nevada – \_\_\_\_\_; Connecticut – \_\_\_\_\_; Arkansas – \_\_\_\_\_; Kansas – \_\_\_\_\_; Missouri – \_\_\_\_\_; Oklahoma – \_\_\_\_\_; and Texas – \_\_\_\_\_. In order to provide CLECs with advance planning information, SBC/Ameritech shall provide notice to CLECs when \_\_\_\_\_ percent and \_\_\_\_\_ percent of these termination numbers are reached in each of the SBC/Ameritech states. If the Offering Window in a State ends for the Resale and UNE Combinations promotions in a state because the termination numbers listed in this paragraph have been exceeded, SBC/Ameritech shall file notice with the Secretary of the Commission, the relevant PUC and the CLECs operating in that state, within \_\_\_\_\_ of terminating the availability of promotional resale discounts and promotional UNE combinations in the State.

49. The unbundled loop discounts specified above will be reduced to \_\_\_\_\_ percent and the promotional resale discount shall be reduced from \_\_\_\_\_ to \_\_\_\_\_ percent in any State in which, as a condition of approval of the SBC/Ameritech merger, state authorities have identified and allocated projected or actual merger cost savings or revenue enhancements to retail or wholesale customers of SBC/Ameritech.

## **XII. Alternative Dispute Resolution**

50. In each SBC and Ameritech State, SBC/Ameritech shall implement, subject to the appropriate state commission's approval and participation, an alternative dispute resolution ("ADR") process to resolve carrier-to-carrier disputes, including disputes related to interconnection agreements, as described in Attachment E. The ADR process established by this Section is not intended and shall not be used as a substitute for resolving disputes regarding the negotiation of interconnection agreements under Sections 251 and 252 of the Communications Act.

## **XIII. Most-Favored-Nation Provisions for Out-of-Region and In-Region Arrangements**

51. If a CLEC affiliate of SBC/Ameritech obtains any interconnection, service, or UNE from an incumbent LEC through arbitration initiated by the SBC/Ameritech out-of-region CLEC under 47 U.S.C. § 252 that had not previously been made available to any other CLEC by that incumbent LEC, then SBC/Ameritech's incumbent LECs shall make available to requesting CLECs in their service areas, through good-faith negotiation, the same interconnection, service, or UNE on the same terms (exclusive of price). SBC/Ameritech shall be obligated to provide such interconnection, service, or UNE only where it is technically feasible to do so. The determination of whether the interconnection, service, or UNE is technically feasible shall include consideration of regulatory and network circumstances surrounding the request of SBC/Ameritech's CLEC and the request made of SBC/Ameritech's incumbent LEC, including

but not limited to network architecture and OSS. The price(s) for such interconnection, service, or UNE shall be negotiated on a State-specific basis and, if such negotiations do not result in agreement, SBC/Ameritech's incumbent LEC shall submit the pricing dispute(s), exclusive of the related terms and conditions required to be provided under this Section, to the applicable state commission for resolution under 47 U.S.C. § 252 to the extent possible.

52. Subject to the conditions below, SBC/Ameritech shall make available to any requesting telecommunications carrier in any SBC/Ameritech state, any interconnection arrangement or UNE that was voluntarily negotiated by SBC or any entity that at all times during the interconnection agreement negotiations was a subsidiary of SBC and that has been made available under an agreement to which SBC/Ameritech is a party that has been approved after the merger closing date under 47 U.S.C. Section 252 in any other SBC/Ameritech state. Exclusive of price and subject to the conditions below, such interconnection arrangement or UNE shall be made available to the same extent and under the same rules that would apply to a request under 47 U.S.C. § 252(i), provided that the interconnection arrangement or UNE shall not be available beyond the last date that it is available in the underlying agreement from which it was taken. . The price(s) for such interconnection arrangement or UNE shall be established on a State-specific basis pursuant to 47 U.S.C. § 252. This Section shall not impose any obligation on SBC/Ameritech to make available to a requesting telecommunications carrier any terms for interconnection arrangements or UNEs that incorporate a determination reached in an arbitration conducted in the relevant State under 47 U.S.C. § 252. SBC/Ameritech shall not be obligated to provide any interconnection arrangement or UNE unless it is "technically feasible" as they term is defined in paragraph 50 and consistent with the laws and regulatory requirements of the State for which the request is made.

#### **XIV. Regional Interconnection and Resale Agreements**

53. SBC/Ameritech shall make available and offer to negotiate with any requesting telecommunications carrier an interconnection or resale agreement covering the provision of interconnection, services, or UNEs in two or more States designated by the requesting telecommunications carrier that are Ameritech States or SBC States. Pricing under such a multi-state agreement shall be established on a State-by-State basis and SBC/Ameritech shall not be under any obligation to enter into any arrangement for a State that is not technically feasible and lawful in that State. Any agreement negotiated under this Section shall be subject to the State-specific mediation, arbitration, and approval procedures of Section 252. Approval of the agreement in one State shall not be a precondition for implementation of the agreement in another State where approval has been obtained.

#### **XV. Additional Service Quality Reporting**

54. Beginning no later than \_\_\_\_\_, SBC /Ameritech shall file with the Commission for the public record, on a quarterly basis, State-by-State Service Quality reports in accordance with the retail service quality reporting recommendations of the NARUC Technology Policy Subgroup "Service Quality White Paper" adopted November 11, 1998. Categories of reporting for retail services include installation and maintenance, switch outages, transmission facility outages, service quality-related complaints, and answer time performance. Reports shall be filed for each State in which SBC/Ameritech operates as an incumbent LEC.

## **XVI. NRIC Participation**

55. SBC/Ameritech shall continue to participate in the Network Reliability and Interoperability Council ("NRIC"), or a successor organization, if any.

## **XVII. ARMIS Reporting**

56. To provide the Commission with additional data for benchmarking purposes, SBC/Ameritech shall continue to report ARMIS data separately for each of its operating companies.

## **XVIII. Access to Cabling in Multi-Dwelling Unit Premises ("MDUs") and Multi-Tenant Business Premises**

57. SBC/Ameritech shall offer to conduct a trial with one or more interested, unaffiliated CLECs in each of \_\_\_\_\_ large in-region cities to identify the procedures and associated costs required to provide CLECs with access to cabling within MDUs and multi-tenant premises housing small businesses ("MTU"), where SBC/Ameritech controls the cables. The trials shall be conducted in accordance with the following terms:

a. In each city, the trial shall include buildings housing, in the aggregate, at least \_\_\_\_\_ residential dwelling units.

b. In at least \_\_\_\_\_, the trial shall include at least one "campus" of garden apartment dwelling units.

c. In at least \_\_\_\_\_, the trial shall include at least one multi-tenant premises housing small businesses.

d. The trials shall provide the CLEC with access to the cabling that SBC/Ameritech controls at a single point of interface. Recabling and reconfiguration required by this Section shall be priced at actual cost. Administrative costs associated with recabling and reconfiguration shall be priced at cost in accordance with the pricing rules applicable to UNEs under 47 U.S.C. § 251(d)(2).

e. The first trial shall begin no later than \_\_\_\_\_. The trials shall be fully deployed \_\_\_\_\_. Each trial shall be conducted for a period of not greater than \_\_\_\_\_.

f. SBC/Ameritech shall select trial locations and develop a trial plan with input from its CLEC customers. SBC/Ameritech shall negotiate, upon a CLEC's request, regarding access to those buildings used in a trial after the conclusion of that trial. Taking into account the results of the trials, SBC will negotiate in good faith with CLECs to develop standard agreements and interconnection agreements amendments that will facilitate single points of interconnect to cabling in MDUs/MTUs on a going-forward basis.

58. For a period of \_\_\_\_\_, when SBC/Ameritech is hired to install new cables in a newly constructed or retrofitted single-building MDU or a newly constructed or retrofitted multi-tenant business premises, SBC/Ameritech shall provide the landlord written notice that

SBC/Ameritech will, with the consent of the property owner, install and provide the new cables in a manner that will permit CLECs a single point of interface. For \_\_\_\_\_, where SBC/Ameritech owns or controls the cables, SBC/Ameritech shall install and provide new cables in a newly constructed or retrofitted single-building MDU or a newly constructed or retrofitted multi-tenant business premises in a manner that will permit CLECs a single point of interface.

#### **XIX. InterLATA Pricing**

59. SBC/Ameritech shall not charge residential consumers a minimum \_\_\_\_\_ charge on interLATA long distance service similar to the charge that is currently assessed by some interexchange carriers. Specifically:

a. SBC/Ameritech shall not charge a minimum monthly charge on interLATA services provided to any in-region or out-of-region residential customer within the United States.

b. This Section shall become effective \_\_\_\_\_. This Section shall terminate on the later of \_\_\_\_\_.

c. This Section shall not prohibit SBC/Ameritech from passing through to its customers any fees, charges, or taxes (such as taxes on SBC/Ameritech's own charges) imposed on SBC/Ameritech as a result of its provision of interLATA services to the end user customer.

#### **XX. Enhanced Lifeline Plans**

60. Not later than \_\_\_\_\_, SBC/Ameritech shall offer by letter to the appropriate state commission in the SBC and Ameritech States (except Ohio) to file a tariff for an enhanced Lifeline plan. Copies of SBC/Ameritech's written offers shall be filed with the Secretary of the Commission. Consistent with applicable state law, the terms and conditions offered by SBC/Ameritech shall be comparable to the terms and conditions of the Ohio Universal Service Assistance ("USA") Lifeline plan set forth in Ameritech Ohio's Alternative Regulation Plan, as in effect on the Merger Closing Date, in the areas of subscriber eligibility, discounts, and eligible services. (See Opinion and Order, Application of the Ohio Bell Tel. Co. for Approval of an Alternative Form of Regulation, Case No. 93-487-TP-ALT, 1994 Ohio PUC LEXIS 956 [Nov. 23, 1994].) Specifically, with respect to discounts, SBC/Ameritech will provide a discount equal to \_\_\_\_\_; provided, however, that the maximum discount to be provided (including all applicable Federal, State and Company contributions) shall not exceed \_\_\_\_\_. Where, for a particular state, SBC/Ameritech does not offer a basic measured rate service that does not include any local usage to determine the amount of the discount, SBC/Ameritech will determine an estimated price for such a service as a percentage (based on underlying costs) of the most basic service that is offered. If the state commission indicates its acceptance of SBC/Ameritech's offer within \_\_\_\_\_ of SBC/Ameritech's written offer, SBC/Ameritech shall file a tariff to implement its offer within \_\_\_\_\_. Subject to the requirements of state and federal law, SBC/Ameritech shall maintain its enhanced Lifeline plan in effect in a State for no less than \_\_\_\_\_ following the effective date of the initial tariff required by this Section.

## **XXI. Out-of-Region Local Services (National-Local Strategy)**

61. To ensure that residential consumers and businesses customers timely receive the benefits of SBC/Ameritech's National Local Strategy, SBC/Ameritech shall offer local services in out-of-region markets as follows:

a. SBC/Ameritech shall provide local service, as described in Subsection (c) of this Section, in \_\_\_\_\_ markets in which it currently does not operate as an incumbent LEC (the "out-of-region markets"). Each of the \_\_\_\_\_ markets shall be chosen from the \_\_\_\_\_ out-of-region markets listed in Attachment F.

b. The initial deployment deadlines for the \_\_\_\_\_ markets shall be as follows:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

c. SBC/Ameritech shall have fulfilled all requirements of this Section if, for each of the \_\_\_\_\_ out-of-region markets, it meets each of the following service requirements:

(1) No later than \_\_\_\_\_, SBC/Ameritech shall install a local telephone exchange switch or otherwise obtain local telephone exchange switching capability from a party other than the incumbent LEC in that market. A switch used by an affiliate (as defined in 47 U.S.C. § 153(1)) of SBC/Ameritech to provide cellular service in an out-of-region market shall not satisfy this requirement.

(2) No later than \_\_\_\_\_, SBC/Ameritech shall provide facilities-based local exchange service to at least \_\_\_\_\_. For purposes of this Section, "facilities-based service" shall mean service provided by SBC/Ameritech utilizing its own switch or utilizing switching capability from a party other than the incumbent LEC or SBC/Ameritech's cellular affiliate in that market.

(3) No later than \_\_\_\_\_, SBC/Ameritech shall have collocated facilities (using physical, virtual, or other types of collocation) in at least \_\_\_\_\_ wire centers in that market that can be used to provide facilities-based service to customers served by those wire centers.

(4) No later than \_\_\_\_\_, SBC/Ameritech shall offer facilities-based local exchange service to all business and residential customers served by wire centers in that market where SBC/Ameritech is collocated.

(5) No later than \_\_\_\_\_, SBC/Ameritech shall offer local exchange service through a combination of resale, unbundled network elements, and facilities-based service to all business and residential customers throughout the areas in that market that are

within (i) the area defined by the Office of Management and Budget as the Primary Metropolitan Statistical Area ("PMSA") of the market and (ii) the incumbent service area of a Tier 1 incumbent LEC serving at least \_\_\_\_\_ percent of the access lines in the PMSA. Subject to SBC/Ameritech's compliance with paragraphs (2) and (3), above, SBC/Ameritech may provide service under this paragraph using any means chosen by SBC/Ameritech at its sole discretion.

d. If SBC/Ameritech fails to satisfy all requirements set forth in Subsection (c) of this Section for a particular out-of-region market, SBC/Ameritech shall make a one-time contribution of \_\_\_\_\_ for that market (up to a total contribution of \_\_\_\_\_, if SBC/Ameritech is in non-compliance in all markets) to a fund to provide telecommunications services to under served areas, groups, or persons. Any such fund shall be established and managed by the state (including the District of Columbia) public utilities commission(s) having jurisdiction over the relevant market(s), if said state commission(s) accept such role. Where a payment is required for a market that has not been identified by SBC/Ameritech, the payment shall be made to a public interest fund designated by the Commission. Where a market includes more than one State, any contribution shall be apportioned to each affected State in proportion to the percentage of all access lines within the PMSA that are within the State. Payments made by SBC/Ameritech under this Subsection shall not be reflected in the revenue requirement of an SBC/Ameritech incumbent LEC.

e. At the request of SBC/Ameritech, a deadline established by this Section may be extended by the Commission for a particular out-of-region market for a period equal to any period during which satisfaction of the relevant requirement in the relevant market was rendered impossible or infeasible by a force majeure event or Act of God.. In the event that SBC/Ameritech seeks an extension of time under this Subsection, SBC/Ameritech shall file with the Commission, on or before the relevant deadline, a verified statement of the specific grounds on which payment is not required and SBC/Ameritech's proposed extension schedule. SBC/Ameritech's filing shall constitute compliance with the relevant deadline pending Commission resolution of SBC/Ameritech's request.

## **XXII. Verification of Compliance**

62. SBC/Ameritech shall establish a Compliance Program as follows:

a. SBC/Ameritech shall appoint a corporate officer to oversee SBC/Ameritech's implementation of, and compliance with, these Conditions; to monitor SBC/Ameritech's compliance program and progress toward meeting the deadlines specified herein; to provide periodic reports regarding SBC/Ameritech's compliance as required by these Conditions; to ensure that payments due under these Conditions are timely made; and to consult with the Commission on an ongoing basis regarding SBC/Ameritech's compliance with these Conditions. The audit committee of SBC/Ameritech's Board of Directors shall oversee the corporate compliance officer's fulfillment of these responsibilities. The requirements of this Subsection shall remain in effect until all other Conditions of this Appendix have expired.

b. Not later than \_\_\_\_\_, SBC/Ameritech shall submit to the Audit Staff of the Commission's Common Carrier Bureau (the "Audit Staff"), for review and comment, a plan for compliance with these Conditions. The compliance plan shall be afforded confidential

treatment in accordance with the Commission's normal processes and procedures. A letter providing notice of the filing shall be filed the same day with the Secretary of the Commission, for the public record.

c. \_\_\_\_\_, SBC/Ameritech shall submit to the Audit Staff and file for the public record (except for materials for which confidential treatment is requested) an annual compliance report detailing SBC/Ameritech's compliance with these Conditions during the preceding calendar year. This annual compliance report shall be submitted no later than \_\_\_\_\_. A report shall be filed for each calendar year in which SBC/Ameritech is subject to obligations under other Sections of this Appendix. The annual compliance report shall address SBC/Ameritech's compliance with these Conditions and the sufficiency of SBC/Ameritech's internal controls for complying, and shall be prepared in a format substantially similar, in relevant respects, to the format of the independent auditor's section of the audit report described in Subsection (d), below.

d. SBC/Ameritech shall, at its own expense, annually engage an independent auditor to verify SBC/Ameritech's compliance with these Conditions. SBC and Ameritech shall jointly engage an independent auditor for this purpose prior to the Merger Closing Date. The independent auditor shall be acceptable to the Commission and shall not have been instrumental during the past \_\_\_\_\_ in designing substantially all of the systems and processes under review in the audit, viewed as a whole. An independent auditor's report shall be filed for each calendar year in which SBC/Ameritech is subject to obligations under other Sections of this Appendix, provided that no report shall be due if that report would cover a portion of a calendar year that is less than \_\_\_\_\_. In that event, the period of less than \_\_\_\_\_ shall be audited in the report covering the subsequent calendar year, if any. The independent auditor's report shall be prepared and submitted as follows.

(1) Not later than \_\_\_\_\_, SBC/Ameritech shall submit preliminary audit requirements, including the proposed scope of the audit and the extent of compliance and substantive testing, to the Audit Staff. The preliminary audit requirements shall be afforded confidential treatment in accordance with the Commission's normal processes and procedures. SBC/Ameritech shall consult with the Audit Staff regarding changes to the preliminary audit requirements, but Commission approval shall not be required. An agreed upon procedures audit shall be used to audit SBC's compliance with the advanced services structural separation condition and an examination engagement audit shall be used to audit compliance with all other conditions. \* INSERT

(2) Annually, and no later than \_\_\_\_\_, SBC/Ameritech shall submit a detailed audit program to the Audit Staff. The detailed audit program shall be afforded confidential treatment in accordance with the Commission's normal processes and procedures. SBC/Ameritech shall consult with the Audit Staff regarding changes to the audit program, but Commission approval shall not be required.

(3) During the course of the audit, the independent auditor shall inform the Audit Staff of any revisions to the audit program; notify the Audit Staff of any meetings with SBC/Ameritech in which audit findings are discussed; and consult with the Common Carrier Bureau regarding any accounting or rule interpretations necessary to complete

\* For purposes of these conditions, an agreed upon procedures audit means that the Commission Staff and SBC/Ameritech must both consent to the audit methods and procedures to be used, and that the Auditor must accept these methods and procedures. In the event such mutual consent cannot be obtained,

an independent third party panel of auditors will be selected to arbitrate any dispute.

the audit. The independent auditor shall notify SBC/Ameritech of any consultation with the Common Carrier Bureau regarding accounting or rule interpretations.

(4) The independent auditor shall have access to books, records, and operations of SBC/Ameritech that are necessary to fulfill the audit requirements of this Section. The independent auditor shall notify SBC/Ameritech's compliance officer of any inability to obtain such access. The auditor may notify the Audit Staff if access is not timely provided after notification to the compliance officer.

(5) The independent auditor may verify SBC/Ameritech's compliance with these Conditions through contacts with the Commission, state commissions, or SBC/Ameritech's wholesale customers, as appropriate.

(6) No later than \_\_\_\_X, the independent auditor shall submit its final audit report to the Audit Staff. A copy of the report shall be publicly filed with the Secretary of the Commission.

(7) The final audit report shall include the findings and conclusions of the independent auditor; the response of SBC/Ameritech to the independent auditor's findings and conclusions; and the reply of the independent auditor to the response of SBC/Ameritech. The auditor's findings and conclusions shall be submitted to the Audit Staff on a confidential basis when they are provided to SBC/Ameritech. Likewise, the response of SBC/Ameritech to the independent auditor's findings and conclusions shall be submitted to the Audit Staff on a confidential basis when it is provided to the independent auditor.

(8) The independent auditor's section of the audit report shall include a discussion of the scope of the work conducted; a statement regarding SBC/Ameritech's compliance or non-compliance with these Conditions; a statement regarding the sufficiency of SBC/Ameritech's internal controls for complying with these Conditions; a statement regarding the accuracy of SBC/Ameritech's annual compliance report for the year covered by the audit; a statement regarding the timeliness and accuracy of the notices provided to the Commission pursuant to specific notification requirements of these conditions; a statement regarding the accuracy and completeness of the performance data provided to CLECs and regulators under these Conditions; and a description of any limitations imposed on the auditor in the course of its review by SBC/Ameritech or other circumstances that might affect the auditor's opinion.

(9) For \_\_\_\_ following submission of the final audit report, the Commission shall have access to the working papers and supporting materials of the independent auditor at a location in Washington, D.C. that is selected by SBC/Ameritech and the independent auditor. Copying of the working papers and supporting materials shall be limited and any copies made by the Commission shall be returned to SBC/Ameritech no later than \_\_\_\_ following submission of the final audit report. Copies and notes made by the Commission based upon its review of the working papers and supporting materials shall be kept confidential by the Commission.

(10) Not later than \_\_\_\_, SBC/Ameritech and the Audit Staff shall meet and confer regarding changes to the detailed audit program for the subsequent year's audit.



### **XXIII. Enforcement**

63. If the Commission makes a determination, after due process, that SBC/Ameritech has during the effective period of a Condition materially failed to comply with that Condition, the Commission may, at its discretion, extend the effective period of that Condition for a period that does not exceed the period during which SBC/Ameritech materially failed to comply with the Condition. If the failure to comply that causes the Commission to extend a Condition also has had the effect of denying a person or entity access to a facility or service required to be provided under another of these Conditions, the Commission may, in its discretion, extend the period during which SBC/Ameritech is required to provide the facility or service under the other Condition for a period that does not exceed the period during which access to the facility or service was unavailable.

64. SBC/Ameritech shall be strictly obligated to make the payments for non-performance specifically required by these Conditions, and no showing of a willful violation shall be necessary in order to enforce such payments. SBC/Ameritech shall not be liable for any payments, however, if the Commission grants a waiver request filed by SBC/Ameritech in which SBC/Ameritech will have the burden of proof to demonstrate that the failure to meet a condition was caused by a force majeure event or Acts of God beyond the control of SBC/Ameritech.

65. Except as otherwise provided in these Conditions, SBC/Ameritech shall make payments due under these conditions within \_\_\_\_\_ of a determination by SBC/Ameritech's compliance officer, the Commission, or an arbitrator, that payment is due. If the Commission or a state commission has not taken an action to designate or administer a fund that is required in order for SBC/Ameritech to make a payment required under these conditions, SBC/Ameritech shall make its payment into an escrow account pending such action. If SBC/Ameritech's obligation to make a payment is disputed by SBC/Ameritech, SBC/Ameritech shall make the disputed payment into an escrow account. Within \_\_\_\_\_ of making a payment of a disputed amount into escrow, SBC/Ameritech shall file with the Commission a verified statement of the grounds on which payment is not required. Subject to rights of rehearing and appeal, the escrowed payments shall be returned to SBC/Ameritech or paid to the appropriate fund in accordance with the final and non-appealable Commission or judicial order resolving the dispute.

66. The specific enforcement mechanisms established by these Conditions do not abrogate, supersede, limit, or otherwise replace the Commission's enforcement powers under the Communications Act. Nor shall the payments for non-performance specifically required by these Conditions, to which SBC/Ameritech has voluntarily agreed, be subject to statutory limitations on the size of penalties that may be assessed by the Commission under the Communications Act.

67. The Commission may in its discretion, upon a request and showing of SBC/Ameritech, grant extensions of deadlines established by these Conditions.

### **XXIV. Sunset Provisions**

68. Except where other termination dates are specifically established herein, all Conditions set out in this Appendix shall cease to be effective and shall no longer bind SBC/Ameritech in any respect \_\_\_\_\_.

## **XXV. Effect of the Conditions**

69. The Commission recognizes that various offerings and initiatives required by these Conditions, including but not limited to the carrier-to-carrier promotions, OSS requirements, and performance monitoring conditions, may substantially duplicate requirements imposed in connection with the merger under state law. These Conditions shall supplement, but shall not be cumulative of, substantially related conditions imposed under state law. Where both these Conditions and conditions imposed in connection with the merger under state law grant parties similar rights against SBC/Ameritech, affected parties shall not have a right to invoke the relevant terms of these Conditions in a given State if they have invoked a substantially related condition imposed on the merger under state law. For example, carriers requesting unbundled local loops for residential service under promotional terms offered pursuant to state approval of the merger would not also be able to invoke the promotional discounts on unbundled loops required by these Conditions. Furthermore, any unbundled local loops provided by SBC/Ameritech for residential service under a substantially similar merger-related promotion in a given State would be deducted from the number of unbundled local loops required to be provided in that State under Section 17(a)(7) of these Conditions. This Section shall not limit the Commission's powers to enforce these conditions or the reporting requirements of SBC/Ameritech under these Conditions.

70. When considering a request by SBC/Ameritech for in-region, interLATA authority under 47 U.S.C. § 271, the Commission – in view of the public interest benefits inherent in compliance with the requirements of 47 U.S.C. § 271(d)(3) – shall not consider the possible expiration of any of the above Conditions as a result of such authorization to be a factor that would render the requested authorization inconsistent with the public interest, convenience, and necessity.

**ATTACHMENT A**

**FEDERAL PERFORMANCE PARITY PLAN**

1. SBC/Ameritech shall provide the Commission with performance measurement results, on a quarterly basis, demonstrating SBC/Ameritech's monthly performance provided to the aggregate of all CLECs in each of SBC/Ameritech's 13 states. SBC/Ameritech shall also provide the Commission with access to SBC/Ameritech's Internet website, where the Commission can obtain performance measurement results demonstrating SBC/Ameritech's monthly performance provided to the aggregate of all CLECs. SBC/Ameritech shall provide the CLECs with access to SBC/Ameritech's Internet website, where each CLEC can obtain performance measurements demonstrating SBC/Ameritech's monthly performance provided to it on an individual basis, and to the aggregate of all CLECs.
2. SBC/Ameritech's implementation of the Plan does not limit either the Commission's or the States' authority regarding performance monitoring, in the context of applications for in-region, interLATA relief under 47 U.S.C. § 271 or otherwise.
3. The performance measurements, liquidated damages and voluntary payments structure, and statistical methods utilized in the Plan were modeled after those developed in the Texas collaborative process involving SBC/Ameritech's applications for in-region interLATA relief.
4. Any changes in the design of these measurements must be approved by the Commission. SBC/Ameritech and the Commission shall jointly review the 20 measurements on an annual basis, to determine whether measurements should be added, deleted, or modified.

**Performance Measurements**

5. The Plan shall consist of 20 measurements of performance that may have a direct and immediate impact upon a CLEC's end user customer. The 20 performance measurements are designed to demonstrate whether SBC/Ameritech is providing parity or benchmark performance to each CLEC. See Attachment A-1 for a list of the 20 performance measurements, and Attachment A-2 for a description of the definitions, exclusions, business rules, levels of disaggregation, calculation, and reporting structure for each of the 20 performance measurements.
6. Where SBC/Ameritech provides a CLEC a service that has a retail analog, the performance SBC/Ameritech provides to its own retail operations shall be compared with the performance SBC/Ameritech provides to the CLEC to determine if parity exists. Where SBC/Ameritech provides a CLEC a service for which there is no retail analog, the performance SBC/Ameritech provides to the CLEC shall be compared with a benchmark.
7. Generally accepted statistical analyses – i.e., modified Z-tests and a critical Z-value – shall be utilized to determine whether SBC/Ameritech is in parity or has met the benchmark. See Attachment A-3 for a description of how these statistical analyses shall be used.

## Liquidated Damages and Voluntary Payments

8. The Plan shall consist of a 3-tiered system of liquidated damages payments to the CLEC(s) and voluntary payments to a designated public interest fund, with per state and total company monthly caps in each of the 3 years after the Merger Closing Date. The 20 performance measurements are categorized as being in either the High, Medium, or Low payment level, with a different level of Tier 1 liquidated damages and Tier 2 and 3 voluntary payments payable on either a per occurrence or per measurement basis for each group of measurements. See Attachment A-4 for a list of the 20 performance measurements and the level of payments that apply each year for Tiers 1-3. See Attachment A-5 for the liquidated damages table and voluntary payments table setting forth the level of payments for measurements categorized as High, Medium, and Low. See Attachment A-6 for the per state monthly caps that apply each year for Tiers 1-3.

Tier 1 – Under Tier 1, SBC/Ameritech shall pay liquidated damages directly to a CLEC each month in each state SBC/Ameritech fails to provide parity or benchmark performance on any measurement, as determined by use of the modified Z-tests and a critical Z-value. Liquidated damages shall be paid on a per occurrence basis for measurements listed in Schedule A and on a per measurement basis for measurements listed in Schedule B of Attachment A-1, with the exception of the Common Transport Trunk Blockage and the OSS Interface Availability measurements for which only voluntary payments to a designated public interest fund shall be made. Liquidated damages shall be calculated on those measurements where SBC/Ameritech has failed to provide parity or benchmark performance exceeding the K value. If SBC/Ameritech fails to provide parity or benchmark performance for the same measurement two or more months in a row, the amount of liquidated damages payable on a per occurrence or per measurement basis shall increase each month up to 6 months in a row. If SBC/Ameritech fails to provide parity or benchmark performance for the same measurement in the 7<sup>th</sup> or any succeeding month, the per occurrence or per measurement amount payable in month 6 shall apply. See Attachment A-4 for a table of the liquidated damages payable on a per occurrence and per measurement basis each month.

There shall be a \$      million monthly cap and \$      million annual cap in the first year; a \$      million monthly cap and \$      million annual cap in the second year; and a \$      million monthly cap and \$      million annual cap in the third year after the Merger Closing Date on the total amount of liquidated damages SBC/Ameritech shall be liable for under Tier 1, which shall be apportioned among SBC/Ameritech's 13 States based upon access lines. See Attachment A-6 for the Tier 1 liquidated damages shall apply in each State unless and until a State adopts a state plan that provides for liquidated damages payments to CLECs. The amount of liquidated damages payable to a CLEC each month under Tier 1 of this Plan shall be offset by the sum of (1) the amount of liquidated damages paid to that CLEC each month under the state plan, and (2) the amount of liquidated damages paid to that CLEC each month under the terms of that CLEC's interconnection agreement with SBC/Ameritech.

No CLEC is entitled to receive more than      % of the monthly cap on liquidated damages in each State, subject to a true-up each month.

Tier 2 – Under Tier 2, SBC/Ameritech shall make voluntary payments to a designated public interest fund if SBC/Ameritech fails to provide parity or benchmark performance to the aggregate of all CLECs in any state on any measurement for either (1) 3 consecutive months, or (2) 6 months or more in a calendar year, as determined by use of the modified Z-tests and a critical Z-value. Voluntary payments shall be made on a per occurrence basis for measurements listed in Schedule A and on a per measurement basis for measurements in Schedule B of Attachment A-1, depending upon the payment level of the measurement in Attachment A-4 and the amounts set forth in Attachment A-5. The voluntary payments shall be calculated on the rolling average of occurrences or measurements, as appropriate, where SBC/Ameritech has failed to provide parity or benchmark performance for 3 consecutive months. If SBC/Ameritech fails to provide parity or benchmark performance for 6 or more months in a calendar year, the voluntary payments shall be calculated on the average number of occurrences and/or measurements where SBC/Ameritech has failed to provide parity or benchmark performance for that calendar year. Provided, however, that if SBC/Ameritech makes a voluntary payment for a failure to provide parity or benchmark performance for any 3 consecutive months during that same calendar year, SBC/Ameritech shall be given a credit for that voluntary payment.

There shall be a \$     million monthly cap, and a \$     million annual cap on the total amount of voluntary payments SBC/Ameritech shall be liable for under Tier 2 each calendar year, which shall be apportioned among SBC/Ameritech's 13 States based upon access lines. Tier 2 voluntary payments shall apply in each State unless and until a State adopts a plan that provides for payments to the State. In that event, the amount of the voluntary payments made under Tier 2 of this Plan shall be offset by the amount of the payments made to the State under the state plan.

Tier 3 – Under Tier 3, SBC/Ameritech shall make voluntary payments to a designated public interest fund if SBC/Ameritech fails to provide parity or benchmark performance to the aggregate of all CLECs on any measurement for either (1) 3 consecutive months, or (2) 6 months or more in a calendar year, as determined by use of the modified Z-tests and a critical Z-value. Voluntary payments shall be made on a per occurrence basis for measurements listed in Schedule A and on a per measurement basis for measurements in Schedule B of Attachment A-1, depending upon the payment level of the measurement in Attachment A-4 and the amounts set forth in Attachment A-5. The voluntary payments shall be calculated on the rolling average of occurrences or measurements, as appropriate, where SBC/Ameritech has failed to provide parity or benchmark performance for 3 consecutive months. If SBC/Ameritech fails to provide parity or benchmark performance for 6 or more months in a calendar year, the voluntary payments shall be calculated on the average number of occurrences and/or measurements where SBC/Ameritech has failed to provide parity or benchmark performance for that calendar year. Provided, however, that if SBC/Ameritech makes a voluntary payment for a failure to provide parity or benchmark performance for any 3 consecutive months during that same calendar year, SBC/Ameritech shall be given a credit for that voluntary payment.

There shall be a \$     million monthly cap, and a \$     million annual cap on the total amount of payments SBC/Ameritech shall be liable for under Tier 3 each calendar year, which shall be apportioned among SBC/Ameritech's 13 States based upon access lines.

10. Performance measurement results for each month shall be available to the CLECs on the 20<sup>th</sup> day of the following month. If SBC/Ameritech becomes liable for payment of liquidated damages to the CLECs or voluntary payments to the designated public interest, such payments shall be made 30 days after the performance measurement results become available.

11. SBC/Ameritech shall not be liable for the payment of liquidated damages to a CLEC or voluntary payments to a designated public interest fund if SBC/Ameritech's failure to provide parity or benchmark performance is caused by (1) an Act of God, (2) a *force majeure* event or (3) other event beyond SBC/Ameritech's control. If SBC/Ameritech determines through "root cause analysis" that it failed to provide parity or benchmark performance for any reason listed above, SBC/Ameritech may seek a waiver from the Commission relieving SBC/Ameritech from payment of liquidated damages to a CLEC or voluntary payments to a designated public interest fund, with the burden of proof on SBC/Ameritech to make the required showing. If SBC/Ameritech seeks such a waiver, SBC/Ameritech shall place the liquidated damages or voluntary payments at issue into an escrow account. If SBC/Ameritech fails to carry its burden of proof, the amount of liquidated damages or voluntary payments paid into the escrow account shall be remitted to the CLEC or the designated public interest fund. If SBC/Ameritech carries its burden of proof, the amount of liquidated damages or voluntary payments paid into the escrow account shall be returned to SBC/Ameritech.

12. After the Merger Closing Date, SBC/Ameritech shall offer to include the Plan's system of Tier 1 liquidated damages in SBC/Ameritech's interconnection agreements with the CLECs in all of SBC/Ameritech's 13 States where the State has not adopted its own liquidated damages plan. The interconnection agreements shall provide that SBC/Ameritech and the CLECs mutually agree that the liquidated damages paid under the Tier 1 system are a reasonable approximation of any damage resulting from a failure by SBC/Ameritech to provide parity or benchmark performance, since proof of actual and consequential damages resulting therefrom would be hard to ascertain and demonstrate. The interconnection agreements shall further provide that acceptance of liquidated damages by a CLEC shall not foreclose the CLEC from initiating other non-contractual legal and regulatory causes of action or claims, provided however, that SBC/Ameritech shall not be liable for any damages or other monetary payments for a failure to provide parity or benchmark performance for which the CLEC has already accepted liquidated damages.

13. Tier 2 and Tier 3 voluntary payments shall not be reflected in the revenue requirement of an SBC/Ameritech incumbent LEC.

14. The measurements and benchmarks under the Plan bear no relationship to the standard of performance that satisfies SBC/Ameritech's legal obligations in a particular State, and payments under the Plan shall not constitute an admission by SBC/Ameritech of any violation of law with respect to the provision of service to SBC/Ameritech's wholesale or retail customers

## **Attachment A-1**

### **PERFORMANCE MEASUREMENTS**

#### **Schedule A – Performance Measurements Subject to Per Occurrence Damages:**

##### **OSS**

1. % FOC Received Within “X” Hours

##### **Provisioning**

2. SBC Caused Missed Due Dates
3. Installation Trouble Reports Within “X” Days
4. Mean Installation Intervals
5. Average Delay Days For SWBT Caused Missed Due Dates
6. Average Installation Interval – DSL
7. Average Response Time For Loop Make-Up Information

##### **Maintenance**

8. % Missed Repair Commitments
9. % Repeat Reports
10. Mean Time To Restore
11. Trouble Report Rate

##### **Interconnection**

12. Average Trunk Restoration Interval for Service Affecting Trunk Groups

##### **Local Number Portability**

13. % Pre-Mature Disconnects (Coordinated Cutovers)

#### **Schedule 2 – Performance Measurements Subject to Per Measurement Damages:**

##### **OSS**

14. OSS Interface Availability\*  
    \*Payable only to the designated public interest fund.
15. Average Response Time For OSS Pre-Order Interfaces
16. Order Process Percent Flow Through

**Interconnection**

17. % Trunk Blockage

18. Common Transport Trunk Blockage\*

\*Payable only to the designated public interest fund.

**Collocation**

19. % Missed Collocation Due Dates

**Billing**

20. Billing Timeliness



## Attachment A-2

### OSS

<b>1. Measurement:</b>
Percent Firm Order Confirmations (FOCs) Returned Within "X" Hours
<b>Definition:</b>
Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Rejected (manual and electronic) orders</li><li>• SWBT only Disconnect orders</li><li>• Orders involving major projects mutually agreed to by CLECs and SWBT.</li></ul>
<b>Business Rules:</b>
<p>FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include M-F, 8:00am-5:30pm, excluding, holiday and weekends. If the start/time is outside of normal business hours then the start date/time is set to 8:00 AM on the next business day. Example: If the request is received Monday through Friday between 8:00 AM to 5:00 PM; the valid start time will be Monday through Friday between 8:00 AM to 5:00 PM. If the actual request is received Monday through Thursday after 5:00 PM and before 8:00 AM next day; the valid start time will be the next business day at 8:00 AM. If the actual request is received Friday after 5:00 PM and before 8:00 AM Monday; the valid start time will be at 8:00 AM Monday. If the request is received on a Holiday (anytime); the valid start time will be the next business day at 8:00 AM. The returned confirmation to the CLEC will establish the actual end date/time. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends and when requests are received outside normal working hours. For UNE Loop and Port combinations, orders requiring N, C, and D orders, the FOC is sent back at the time the C order is distributed.</p>
<b><u>LEX/EDI</u></b>
<p>For LEX and EDI originated LSR's, the start date and time is the receive date and time that is automatically populated by the interface (EDI or LEX) with the system date / time on the SM-FID once all ordering edits are satisfied and the service order has a distribution date and time in SORD. The end date and time is recorded by both LEX and EDI and reflect the actual date and time the FOC is returned to the CLEC. This data is extracted daily from LEX and EDI and passed to the DSS (Decision Support System) where the end date and time are populated and are used to calculate the FOC measurements. For LSRs where FOC times are negotiated with the CLEC the ITRAK entry on the SORD service order is used in the calculation. The request type from the LSR and the Class of Service tables are used to report the LSRs in the various levels of disaggregation. The Class of Service tables are based on the Universal Service Order practice.</p>
<b><u>VERBAL or MANUAL REQUESTS</u></b>

Manual service order requests are those initiated by the CLEC either by telephone or FAX. The receive date and times are recorded and input on the SM-FID on each service order in SORD for each FOC opportunity. The end times are the actual dates and times the paper Faxes are sent back to the CLEC. FAX end times are recorded and input into the DSS systems via an internal WEB application. Each FOC opportunity is dynamically established on the WEB application via our interface to SORD and the LSC must provide an end date and time for each entry, which depicts the date and time the FOC was actually faxed back to the CLEC. If a CLEC elects to accept an on-line FOC and does not require a paper FAX the FOC information is provided over the phone. In these instances the order distribution time is used in the FOC calculation on the related SORD service order to the appropriate SM-FID entry. These scenarios are identified by data populated on the ITRAK-FID of the service order. The ITRAK-FID is also used when FOC times are negotiated with the CLEC. The LSC will populate the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

**Levels of Disaggregation:****Manually submitted:**

- Simple Res. And Bus. < 24 Hours
- Complex Business (1-200 Lines) < 24 Hours
- Complex Business (>200 Lines) < 48 Hours
- UNE Loop (1-49 Loops) < 24 Hours
- UNE Loop ( > 50 Loops) < 48 Hours
- Switch Ports < 24 Hours

**Electronically submitted via LEX or EDI:**

- Simple Res. And Bus. < 5 Hours
- Complex Business (1-200 Lines) < 24 Hours
- Complex Business (>200 Lines) < 48 Hours
- UNE Loop (1-49 Loops) < 5 Hours
- UNE Loop ( > 50 Loops) < 48 Hours
- Switch Ports < 5 Hours

**LNP****Manually submitted:**

- LNP Only (1-19)< 24 Clock Hours
- LNP with Loop (1-19) < 24 Clock Hours
- LNP Only (20+ Loops) < 48 Clock Hours
- LNP with Loop (20+ Loops) < 48 Clock Hours
- LNP Complex Business (1-19 Lines) < 24 Clock Hours
- LNP Complex Business (20-50 Lines) < 48 Clock Hours
- LNP Complex Business (50+ Lines) < Negotiated with Notification of Timeframe within 24 Clock Hours

**Electronically submitted via LEX or EDI:**

- Simple Residence and Business LNP Only (1-19) < 5 Business Hours
- Simple Residence and Business LNP with Loop (1-19) < 5 Business Hours
- LNP Only (20+ Loops) < 48 Clock Hours
- LNP with Loop (20+ Loops) < 48 Clock Hours
- LNP Complex Business (1-19 Lines) < 24 Clock Hours
- LNP Complex Business (20-50 Lines) < 48 Clock Hours
- LNP Complex Business (50+ Lines) < Negotiated with Notification of Timeframe within 24 Clock Hours

**Calculation:**

$$\left( \frac{\text{\# FOCs returned within "x" hours}}{\text{total FOCs sent}} \right) * 100$$

**Report Structure:**

Reported for CLEC and all CLECs.  
This includes mechanized from EDI  
and LEX and manual (FAX or  
phone orders)

**Benchmark:**

All Res and Bus 95% / Complex Bus 94% / UNE Loop (1-49) 95% / UNE Loop (>50) 94% / Switch Ports 95%.

## Provisioning

<b>2a. Measurement</b>	
Percent SWBT Caused Missed Due Dates - POTS	
<b>Definition:</b>	
Percent of N, T, C orders where installation was not completed by the due date as a result of a SWBT Caused Missed Due Date.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes orders that are not N, T, or C</li> </ul>	
<b>Business Rules:</b>	
The Due Date is the negotiated date by the customer and the SWBT representative for service activation. For CLEC orders, the due date is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the service order activity. UNE COMBOs, are reported at order level.	
<b>Levels of Disaggregation:</b>	
POTS <ul style="list-style-type: none"> <li>Field Work (FW)</li> <li>No Field Work (NFW)</li> <li>Business class of service</li> <li>Residence class of service</li> </ul> UNE Combo <ul style="list-style-type: none"> <li>Field Work (FW)</li> <li>No Field Work (NFW)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of N, T, C orders not completed by the due date as a result of a SWBT caused missed due date ÷ total number of orders) * 100	Reported for CLEC, all CLECs and SWBT
<b>Benchmark:</b>	
Resale POTS parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, C order types). UNE Combo Parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work. (N, T, C order types)	

<b>2b. Measurement</b>	
Percent SWBT Caused Missed Due Dates - Design	
<b>Definition:</b>	
Percent of N, T, C orders where installations were not completed by the due date.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• UNE and Interconnection Trunks</li> <li>• Excludes orders that are not N, T, or C</li> </ul>	
<b>Business Rules:</b>	
The Due Date is the negotiated date that is returned on the FOC by SWBT for service activation. The Completion Date is the day that SWBT personnel complete the service order activity. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Resold Specials - DDS, DS1, DS3, Voice Grade Private Line (VGPL), ISDN, and any other services available for resale.</li> <li>• UNE Loop and Port - ISDN and other combinations.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of circuits with missed due dates excluding customer caused misses ÷ total number of circuits) * 100	Reported for CLEC, all CLECs and SWBT
<b>Benchmark:</b>	
Parity with SWBT Retail	

<b>2c. Measurement</b>	
Percent SWBT Caused Missed Due Dates - UNE	
<b>Definition:</b>	
Percent of UNEs (8db loops are measured at an order level) where installations are not completed by the negotiated due date.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Specials and Interconnection Trunks</li> <li>• Excludes UNE Combos captured in the POTS or Specials measurements</li> <li>• Exclude orders that are not N, T, or C</li> <li>• Excludes customer caused misses</li> </ul>	
<b>Business Rules:</b>	
The Due Date starts the clock. The Completion Date is the day that SWBT personnel complete the service order activity, which stops the clock. If the completion date is after the Due Date, the order is flagged as a miss. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• UNEs contained in the UNE price schedule, and / or agreed to by the parties.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
Count of UNEs (8dB loops are measured at an order level) with missed due dates excluding customer caused misses ÷ total number of UNEs (total orders for 8db loops) *100	Reported for CLEC and all CLECs
<b>Benchmark:</b>	
Parity:	Retail Comparison
1. 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access	POTS (Res/Bus and FW)
2. 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3. BRI Loop with Test Access	ISDN
4. ISDN BRI Port	ISDN
5. DS1 Loop with Test Access	DS1
6. DS1 Dedicated Transport	DS1
7. Subtending Channel (23B)	DDS
8. Subtending Channel (1D)	DDS
9. Analog Trunk Port	VGPL
10. Subtending Digital Direct Combination Trunks	VGPL
11. DS3 Dedicated Transport	DS3
12. Dark Fiber	DS3
13. DSL Loops	DS1

<b>3a. Measurement</b>	
Percent Trouble Report Within 10 Days (I-10) of Installation - POTS	
<b>Definition:</b>	
Percent of N, T, C orders that receive a network customer trouble report within 10 calendar days of service order completion.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.</li> <li>• Excludes disposition code "13" reports (excludable reports) with the exception of code 1316 unless the report is taken prior to the completion of the service order.</li> <li>• Excludes reports caused by customer provided equipment (CPE) or wiring</li> <li>• Excludes trouble report received on the due date before service order completion</li> </ul>	
<b>Business Rules:</b>	
Includes reports received the day after SWBT personnel complete the service order through 10 calendar days after completion.	
<b>Levels of Disaggregation:</b>	
N, T and C Orders POTS <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• No Field Work (NFW)</li> <li>• Business class of service</li> <li>• Residence class of service</li> </ul> UNE Combo <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• No Field Work (NFW)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of orders that receive a network customer trouble report within 10 calendar days of service order completion ÷ total # of orders) * 100	Reported for POTS Resale by CLEC, total CLECs and SWBT
<b>Benchmark:</b>	
Resale POTS parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, C order types). UNE Combo Parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, C order types).	

<b>3b. Measurement</b>	
Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) of Installation - Design	
<b>Definition:</b>	
Percent of N, T, C orders by item that receive a network customer trouble report within 30 calendar days of service order completion	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• UNE and Interconnection Trunks</li> <li>• Excludes orders that are not N, T, or C</li> <li>• Excludes trouble report received on the due date before service order completion</li> </ul>	
<b>Business Rules:</b>	
A trouble report is counted if it flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat report and must be a measured report. The order flagged against must be an add in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• See Measurement 2b.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of circuits that receive a network customer trouble report within 30 calendar days of service order completion ÷ total circuits (excludes trouble reports received on the due date)) * 100	Reported for CLEC, all CLECs and SWBT
<b>Benchmark:</b>	
Parity with SWBT Retail	



<b>3c. Measurement</b>	
Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) of Installation - UNE	
<b>Definition:</b>	
Percent UNEs (8db loops are measured at an order level) that receive a network customer trouble report within 30 calendar days of service order completion.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Specials and Interconnection Trunks</li> <li>• Excludes Non-measured reports (CPE, Interexchange, and Information reports)</li> <li>• Excludes UNE Combos captured in the POTS or Specials measurements</li> <li>• Excludes trouble report received on the due date before service order completion</li> <li>• Excludes orders that are not N, T, or C</li> </ul>	
<b>Business Rules:</b>	
A trouble report is counted if it is received within 30 days of a service order completion. The service order which generated the report must be an add in order for the trouble report to be counted. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• for UNEs contained in the UNE price schedule, and / or agreed to by the parties</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of UNEs (8db loops are measured at an order level) that receive a network customer trouble report within 30 calendar days of service order completion ÷ total UNEs (total orders for 8db loops) ) * 100	Reported for CLEC and all CLECs
<b>Benchmark:</b>	
See Measurement 2c.	